CAUSE NO. JPC-26-07522-51

MELANIE FOX	§	**IN THE JUSTICE COURT**
Tenant/Plaintiff	§	
	§	
vs.	§	**PRECINCT 5, PLACE 1**
	§	
KAIROI RESIDENTIAL, LLC and AM VICTOR PROSPER OWNER LLC,	§	**DALLAS COUNTY, TEXAS**
Landlord/Defendants.	§	

PETITION FOR RELIEF UNDER REPAIR AND REMEDY PURSUANT TO TEXAS PROPERTY CODE § 92.0563

TO THE HONORABLE JUDGE OF SAID COURT:

I. JURISDICTION AND PARTIES

1. This Court has jurisdiction pursuant to Texas Property Code § 92.0563. The Premises are located in Dallas County, Texas. Total damages sought do not exceed the jurisdictional limit of the Justice Court.
2. Tenant/Plaintiff Melanie Fox's mailing address is 233 W. 7th Street, Unit 231, Dallas, TX 75208. The Premises are commonly referred to by Defendants as 196 W. Davis Street, Unit 231, Dallas, TX 75208 (the "Premises").
3. Defendant Kairoi Residential, LLC, through its agents and employees, is the property management company responsible for day-to-day operations and maintenance of the Premises, with corporate offices at 711 Navarro Street, Suite 400, San Antonio, TX 78205.
4. Defendant AM Victor Prosper Owner LLC is the property owner of record per Dallas County Appraisal District records. On February 27, 2026, Tenant sent written notice of uninhabitable conditions directly to AM Victor Prosper Owner LLC via email to info@ and to Matt Segrest. AM Victor Prosper Owner LLC did not respond. (Exhibit M.) Both Defendants bear responsibility for the conditions described herein based on ownership, management, and control relationships.

II. STATEMENT OF FACTS

A. Background and Lease Commencement

1. Tenant commenced her lease for Unit 131 at Victor Prosper Apartments on February 2, 2026. Prior to signing, neither Defendant disclosed any existing noise, vibration, or habitability issues associated with the Premises or the adjacent commercial gym tenant, MADabolic. No disclosure was made by either Defendant.

2. Within days of move-in, Tenant discovered that MADabolic gym was producing severe structural vibration throughout the building caused by high-impact weight-dropping and exercise activity transmitting directly through the shared building slab into residential units. This vibration occurs seven days per week on the following schedule: weekdays 5:00–7:30 AM, 12:00–1:00 PM, and 5:00–9:00 PM; Saturdays 8:00–11:00 AM; Sundays 9:00–11:00 AM. Since the date of this filing, Defendants have added an additional Friday 5:00 PM class as of April 24, 2026, further increasing the frequency of vibration events. (Exhibit R.) Critically, the Premises and the commercial gym do not share a common wall; they are separated by a commercial hallway. The gym is located behind and offset from the unit. Because structural thumping is felt across this hallway gap throughout the entire unit, it constitutes structure-borne vibration traveling through the building's concrete slab. This type of structural transmission cannot be mitigated by standard noise-reduction measures such as earplugs or white noise machines. This is not a noise complaint. This is consistent with a building defect requiring evaluation and remediation by a qualified acoustic or structural professional. See Exhibit T for a general spatial diagram based on Dallas County Appraisal District records illustrating approximate positioning of the Premises and adjacent commercial units.
3. Tenant has resided in urban, mixed-use environments for over eleven years, including downtown Dallas. Tenant's unit is adjacent to a bar that plays amplified music until 3:00 AM on Thursday and weekend evenings. Tenant has never filed a single complaint about the bar with property management or any authority, and maintains a cordial, communicative relationship with bar staff. On Thursday evenings specifically, the bar plays music until 3:00 AM. While Tenant accepts this as standard urban noise, Defendants' failure to remediate the gym results in structural vibration beginning at 5:00 AM on Friday morning, effectively affording Tenant a maximum window of only two hours of possible rest in a 24-hour period. This constitutes a condition materially affecting health and safety under Texas Property Code § 92.052. Tenant has complained only about the structural vibration because it is a distinct structural condition, not a matter of noise sensitivity. (Exhibit P.)

B. Notice to Landlord and Initial Admissions

1. Tenant first provided written notice to Kairoi Residential local management on or about February 11, 2026. Receiving no substantive response, Tenant visited the leasing office on February 13, 2026. On-site leasing agent Dorcas Nzoumba personally visited Unit 131 during active gym class hours and upon experiencing the conditions firsthand stated verbally: “Yeah no this is awful. I don’t even want to be in here. You can’t live like this.” She stated that she and Community Director Matthew De La Rosa would speak to the gym as soon as possible.

2. On or about February 14, 2026, after receiving no reply or update, Tenant sent video evidence to management depicting water in a mug vibrating continuously during gym class hours, consistent with structural slab vibration rather than airborne noise. (Exhibit A.) COO Kari Warren responded within hours and assigned RVP Olivia to the matter. RVP Olivia called Tenant, acknowledged the severity of conditions, stated Tenant had “a small army” behind her, and verbally offered to purchase gym mats to mitigate vibration.. (Exhibit D)

C. Written Admission of Prior Knowledge

1. On February 23, 2026, Regional Manager Shannon Tennison wrote to Tenant: *“since we have been managing the property for the last 1.5 years, you are the third resident. The first one did report hearing the music from the gym and we worked with the gym owner to include rearranging, volume adjustments and a few other changes and since we have not had any issues since, we assumed this was resolved.”* (Exhibit E.) This constitutes a written corporate admission that Defendants had actual knowledge of a gym-related habitability complaint for the entirety of Kairoi Residential's management tenure of approximately 1.5 years. Defendants' assumption that the problem was

resolved was based solely on the absence of complaint, not on any structural assessment, verification, or physical remediation.

2. Amanda Mecsey, owner of Oak Cliff Pilates, an adjacent commercial tenant, stated that she had repeatedly complained to Defendants about loud noise and structural disruption from the adjacent HIIT studio over several months without resolution. She confirmed that the noise includes heavy weights being dropped, medicine balls striking walls, and disruption during early morning classes, and stated: "we understand where you are coming from… I really hope management helps you." She further noted that the conditions also disrupt her own early morning classes. (Exhibit J.) Mustafa Fenercioglu, owner of the adjacent cocktail bar Nice Mezze, confirmed he has complained to management repeatedly and identified Tenant as the fourth resident of Unit 231 in the past six months. (Exhibit S.) These independent commercial tenants confirm that Defendants were aware of the structural vibration issue well before Tenant's lease commencement.

D. Involuntary Relocation and Continued Worsening Conditions

1. Due to uninhabitable conditions in Unit 131, Kairoi Residential facilitated Tenant's relocation to Unit 231 in mid-February 2026, covering moving costs. Tenant explicitly communicated in writing that this transfer was not an acceptance of the noise issue as resolved and that Unit 231 was a temporary measure only, as vibrations still affected Unit 231 and rendered the back bedroom unusable. Tenant agreed to the transfer as a partial improvement pending a permanent structural fix.
2. Within days of Tenant's move to Unit 231, the structural vibration escalated dramatically. Tenant documented this escalation in real time via email on or about February 20, 2026, noting its temporal proximity to a city inspector's visit to Unit 131 the previous day, during which the gym was conspicuously silent. (Exhibit G.) Tenant documented this displacement and required work-from-home schedule in writing to management on March 4, 2026, reflecting the ongoing inability to safely occupy the Premises during gym operating hours. (Exhibit H.)
3. As of the date of this filing, the structural vibration continues daily in Unit 231. Tenant has video and audio recordings documenting conditions as recently as April 20, 2026. (Exhibit O.) The vibration is audible and physically perceptible throughout the unit, including in rooms not adjacent to or above the gym, consistent with slab-level structural transmission rather than localized airborne noise.
4. Approximately three weeks after Tenant vacated Unit 131, Defendants leased that unit to a new tenant without disclosing the known structural vibration issue. (Exhibit B.) The current Unit 131 occupant has communicated to Tenant conditions consistent with those described herein, including structural vibration, sleep deprivation, and pest issues, and confirmed she was also not informed of habitability conditions prior to signing her lease. Furthermore, she confirmed that she was shown Unit 231 as a potential unit prior to Tenant's own relocation to that unit, proving that Defendants were actively marketing both units simultaneously while possessing full knowledge that both were subject to unaddressed structural defects.

   Tenant has obtained signed unsworn declarations from current residents of Unit 131, Brianna M. Nguyen (signed May 3, 2026) and Jaelin Michael Ferdinand (signed May 12, 2026), confirming identical structural vibration conditions beginning at 5:00 AM daily, sleep disruption, pet distress, and non-disclosure at lease signing. Both declarations are attached hereto. (Exhibit U & V)

   Tenant has also obtained and is submitting a declaration from an adjacent commercial tenant, and may submit additional witness statements prior to hearing.

E. Tenant's Direct Outreach to MADabolic and Gym's Refusal to Cooperate

1. After being informed by Amanda Mecsey, owner of Oak Cliff Pilates, that MADabolic was the source of the vibration and that management had repeatedly ignored her complaints, Tenant proactively emailed MADabolic's general contact address in an attempt to address the issue cooperatively. Tenant received no response.
2. Approximately one month later, Tenant joined MADabolic at her own expense to make direct contact with gym management and assess conditions firsthand. General Manager Leilani stated the issue was "not her problem" and that Tenant should "just move." When Tenant requested that high-impact activities be limited to MADabolic's posted business hours rather than continuing until 9:00 PM, Leilani refused and stated she "didn't know why I was telling her this because it doesn't help her." Tenant has documented video evidence of gym staff conducting floor resets and throwing weights after posted business hours. (Exhibit R.) The General Manager's explicit refusal to limit activities to business hours, combined with Defendants' failure to require such compliance from their commercial tenant, constitutes a failure to address a known condition materially affecting health and safety.

F. Complete Failure to Remediate

1. Despite multiple corporate acknowledgments at the local, regional, and executive level, Defendants have completed no physical remediation to mitigate structural vibration in the more than two months since formal written notice. The following facts establish failure to act within a reasonable time:
    - Kairoi Residential confirmed in writing that MADabolic had requested a budget for mat installation and that Defendants had not approved it, blocking the gym's own willingness to comply. (Exhibit F.)
    - A VP-level construction review occurred in late February 2026. As of early April 2026, management's only update was that contractor quotes were still being gathered. No physical remediation has occurred. (Exhibit N.)
    - RVP Olivia personally promised to purchase shock-absorbing mats. No mats were ever installed.
    - Tenant personally attended a MADabolic class, confirmed that stationary workout stations make mat installation entirely feasible without disrupting class operations, and communicated this assessment to Kairoi management in writing.
    - Tenant made a single monthly request for Defendants to ask the gym to suspend its morning class on the one morning per month Tenant films a live television segment on Good Morning Texas. Defendants stated they would follow up with the gym and never did, and subsequent requests went unanswered.
    - In a letter dated April 7, 2026, Defendants' General Counsel stated Defendants "cannot warrant or guarantee" any proposed measures will resolve the issue. (Exhibit K.)
    - After Tenant's formal complaint and during active legal negotiations, Defendants added a new Friday 5:00 PM class to MADabolic's schedule, increasing rather than reducing the frequency of structural vibration events. (Exhibit R.)

G. Law Enforcement and City Authority Involvement

1. Tenant contacted the Dallas Police Department and the Southwest NPO Unit regarding the structural vibration. Senior Corporal Gregory Gostynski (#11518) confirmed in writing on April 11, 2026 that he had personally visited the gym multiple times, spoken directly with Victor Prosper management about the complaints, and coordinated with Sergeant Farmer to send an officer during class hours. Officer Gostynski also forwarded the complaint to City Code. (Exhibit Q.) Despite direct law enforcement contact with Defendants, no remediation occurred.

2. Tenant also contacted the City of Dallas regarding the structural vibration. City inspectors visited Unit 131 during a scheduled inspection, during which the gym was conspicuously silent. Inspectors confirmed they lacked tools to measure structural vibration specifically and could not issue a citation without witnessing a violation in real time. The city's involvement constitutes additional third-party documentation that the conditions were serious enough to warrant official investigation.

H. Disparate Treatment of Building 2 Residents

1. Defendants maintain posted signage in their own residential gym in Building 1 reading: "Please do not drop the weights, be mindful of your neighbors." (Exhibit C.) This demonstrates Defendants' actual knowledge that weight impact causes structural disturbance and that mitigation is both feasible and already implemented for Building 1 residents, while Building 2 residents are subjected to identical conditions from a commercial gym without any comparable protection.
2. This disparate treatment extends beyond the gym issue. Building 3 has received fresh landscaping this spring while Building 2's tree beds remain dirt, debris, and broken glass, conditions hazardous to residents and their pets. Building 2 residents pay equivalent amenity fees while receiving comparatively inferior property maintenance and community investment. The sole April community event was held in Building 3 with no access instructions communicated to Building 1 and 2 residents, effectively excluding two thirds of the resident population from their own community event. Tenant offered to donate and professionally install artificial turf for Building 2 tree beds at no cost to Defendants, an offer that went unacknowledged and unanswered. This demonstrates a consistent pattern of unequal treatment of Building 2 residents.

I. Pattern of Neglect

1. In addition to the structural vibration issue, Tenant has documented ongoing property maintenance failures in Building 2 including inconsistent trash removal resulting in overflow into adjacent commercial outdoor seating areas, baby roaches observed inside Tenant's unit and in common areas indicating an active nest nearby, and an open junction box left unaddressed for multiple weeks. Three neighbors independently confirmed roach encounters. These conditions demonstrate a documented pattern of unaddressed maintenance affecting Building 2 residents. Defendants addressed these secondary issues only after Tenant's written complaint, confirming Defendants are capable of remediation when motivated to act, and have chosen not to act on the primary habitability issue.

J. Third-Party Corroboration

1. Multiple independent parties have corroborated the ongoing conditions and Defendants' failure to act:

- Amanda Mecsey, owner of adjacent Oak Cliff Pilates, confirmed repeated complaints to management with no resolution (Exhibit J.)
- Mustafa Fenercioglu, owner of adjacent cocktail bar Nice Mezze, confirmed that he has complained to management repeatedly and identified Tenant as the fourth Unit 231 resident in the past six months. (Exhibit S.)
- Former Kairoi Residential employee and prior Unit 131/231 occupant Elliah Raquel Ruiz confirmed that the conditions were longstanding and not isolated to Tenant's occupancy, stating that gym-related vibration had existed during her residency and affected livability of the unit. (Exhibit I.)
- Current Unit 131 residents Brianna M. Nguyen and Jaelin Michael Ferdinand independently confirmed via signed unsworn declarations that they experience identical structural vibration beginning at 5:00 AM daily throughout the unit, that their pets exhibit constant anxiety, panting, barking and hiding, that management told them the issue was being fixed without providing any

timeline, and that management did not disclose the vibration history prior to their lease signing on March 6, 2026. (Exhibit U & V)

- Mail received at the Premises addressed to at least five prior residents of Units 231 provides physical evidence of abnormal tenant turnover consistent with chronic uninhabitable conditions.
- Janbek Yildirim, bartender at adjacent commercial tenant Nice Mezze Cocktail Bar, confirmed via signed unsworn declaration that he has personally experienced structural vibration from MADabolic at this location, and observed that no residential tenant lasted a whole month after moving in — independently corroborating the pattern of abnormal tenant turnover. (Exhibit W)

K. Tenant's Good Faith Efforts and Reasonable Requests

1. Tenant does not bring this action lightly and has at no point sought financial gain beyond what is legally owed. From the date of first complaint through filing, Tenant's sole and consistent request has been that Defendants fix the structural vibration issue. Tenant never demanded MADabolic close or cease operations. Tenant joined the gym at her own expense to assess conditions and identify cooperative solutions. Tenant provided management with specific, actionable recommendations including mat specifications and product links.
2. When Defendants' in-house counsel offered lease termination and relocation expenses contingent on execution of a Release and Confidentiality Agreement that was referenced but never provided, Tenant declined because she should not be required to abandon her home due to a structural defect Defendants were obligated to disclose and remediate. Tenant has already been involuntarily displaced once, from Unit 131 to Unit 231, requiring two moves within a 30-day period, a move that failed to resolve the issue and caused significant business disruption and financial loss. Tenant should not be forced to incur the cost and harm of a third displacement. Tenant's counter-response was limited to reimbursement of February rent and rent abatement until confirmed resolution, precisely the remedies contemplated by Texas Property Code § 92.0563. Defendants rejected both and retained outside counsel.
3. Following Tenant's April 10, 2026 response, Defendants' property management and corporate management ceased all direct communication with Tenant regarding the structural vibration issue entirely. All subsequent communication has been conducted exclusively through outside legal counsel. Defendants continue to respond to certain routine matters while refusing to address the habitability issue. The engagement of outside counsel, the demand for a Release and Confidentiality Agreement, and the complete cessation of substantive communication are consistent with avoidance of remediation rather than corrective action. Defendants' outside counsel Kimberly Sims reiterated the conditional settlement structure in correspondence dated April 20, 2026. (Exhibit L.)
4. Tenant has contacted the City of Dallas, the Dallas Police Department, the Southwest NPO Unit, and the City Code office. All have acknowledged the issue. Tenant has exhausted every available informal and administrative remedy prior to filing this action.

L. Impact on Tenant's Health and Service Animal

1. The structural vibration materially affects Tenant's physical health and safety. Tenant operates three businesses from her home. Vibration occurring intermittently from 5:00 AM to 9:00 PM seven days per week has caused chronic sleep deprivation, forced Tenant to work during nighttime hours, and directly disrupted professional obligations including live television appearances on Good Morning Texas requiring preparation beginning at 5:00 AM. Defendants failed to accommodate Tenant's single monthly request to suspend the morning class on filming days despite repeated follow-up.
2. Tenant's certified service animal Ameera has developed a documented anxiety condition as a direct result of the ongoing structural vibration, which mimics the physical sensation of thunder. Ameera

has been prescribed Xanax by her veterinarian. The impact on a certified service animal constitutes an additional dimension of harm beyond that experienced by an ordinary tenant.

III. BREACH OF STATUTORY DUTY TO REPAIR UNDER TEXAS PROPERTY CODE CHAPTER 92

1. Pursuant to Texas Property Code § 92.052 and § 92.056, Defendants have a statutory duty to make repairs and remedy conditions that materially affect the physical health or safety of an ordinary tenant, provided Tenant has given written notice and the condition was not caused by Tenant. Both conditions are satisfied here.
2. Tenant provided written notice on February 11, 2026. More than two months have elapsed. Defendants have acknowledged the condition in writing at multiple levels of corporate management, admitted prior knowledge spanning the entirety of their management tenure, and have taken no corrective physical action whatsoever.
3. Defendants have further breached their statutory duty to repair under Texas Property Code Chapter 92 by failing to provide a residence free from structural conditions preventing safe and quiet enjoyment of the Premises, by blocking the gym's own willingness to install mitigation measures, by re-leasing a unit known to be uninhabitable to successive tenants without disclosure, and by increasing the frequency of vibration-causing activities during active legal proceedings.

IV. REQUEST FOR RELIEF

Tenant respectfully requests that after notice and hearing, the Court grant the following relief:

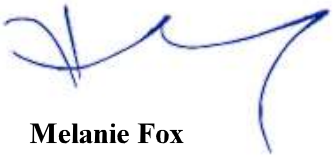
1. **Judicial Order to Repair:** An order requiring Defendants to retain a certified acoustic or structural professional to perform seismic vibration testing and design a permanent structural mitigation plan. A general contractor is not equipped with the specialized knowledge required to address structure-borne slab vibration. The remediation solution must be designed by a qualified professional and fully implemented within a court-specified timeframe.
2. **Rent Abatement:** A judicial order reducing Tenant's monthly rent to zero, or a significant percentage thereof, retroactive to February 2, 2026, and continuing until the structural defect is fully remediated and confirmed for a minimum of thirty (30) consecutive days.
3. **Reimbursement of Rent Paid:** A judgment against Defendants for reimbursement of February 2026 rent paid for an uninhabitable unit.
4. **Statutory Penalty:** A civil penalty of one month's rent plus $500.00 as provided by Texas Property Code § 92.0563, based on Defendants' failure to repair after written notice a known condition spanning Kairoi Residential's management tenure of approximately 1.5 years and failure to approve available mitigation measures.
5. **Court Costs:** Reimbursement of all filing fees and costs of court.

Tenant limits this request to statutory remedies and rent-related relief. Tenant reserves the right to seek reimbursement of documented business losses, relocation costs, and veterinary expenses in a separate proceeding should Defendants fail to comply with any order of this Court.

V. PRAYER

WHEREFORE, PREMISES CONSIDERED, Tenant respectfully requests that Defendants be cited to appear and answer herein, and that upon final hearing, Tenant be awarded all relief requested in this Petition, together with such other and further relief, at law or in equity, to which Tenant may be justly entitled.

Respectfully Submitted,



Melanie Fox
Tenant in Pro Se
233 W. 7th Street, Unit 231
Dallas, TX 75208
(972) 849-2864
mefoxx@gmail.com

VERIFICATION

I, Melanie Fox, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed in Dallas County, State of Texas, on the 21st day of May, 2026.

Melanie Fox

EXHIBITS

- Exhibit A - Video: Water in mug vibrating in Unit 131 during MADabolic class (February 11, 2026)
- Exhibit B - Video: New tenants moving into Unit 131 approx three weeks after Tenant vacated
- Exhibit C - Photo: Building 1 gym sign - 'Please do not drop the weights, be mindful of your neighbors'
- Exhibit D - Email chain: COO Kari Warren and RVP Olivia (February 14, 2026) - corporate admissions and mat purchase offer
- Exhibit E - Email: Regional Manager Shannon Tennison written admission of prior tenant complaint (February 23, 2026)
- Exhibit F - Email: Confirmation that gym requested mat budget; Defendants did not approve
- Exhibit G - Email: Tenant's real-time documentation of post-inspection noise escalation (approx. February 20, 2026)
- Exhibit H - Email: Tenant documented displacement and required work-from-home schedule sent to management on March 4, 2026 reflecting inability to safely occupy the Premises during gym operating hours
- Exhibit I - Facebook message: Former Unit 231 tenant & Kairoi employee Elliah Raquel Ruiz confirming gym noise rendered back bedroom unusable
- Exhibit J - Text messages: Amanda Mecsey, owner of Oak Cliff Pilates, confirming repeated complaints to management with no resolution
- Exhibit K - Email: General Counsel settlement offer and NDA demand (April 7, 2026)
- Exhibit L - Email: Outside counsel Kimberly Sims, Palter Sims Martinez PLLC (April 20, 2026)
- Exhibit M - Email: Tenant's written notice to AM Victor Prosper Owner LLC (Matt Segrest) February 27, 2026 - no response received
- Exhibit N - Email: Community Director emails from March 27th and April 1st confirming quotes still being gathered and confirming no timetable
- Exhibit O - Video/Audio: Structural vibration documented in Unit 231 as of April 20, 2026 - conditions unresolved at date of filing & service dog Ameera disabled with anxiety
- Exhibit P - Video: Bar adjacent to Tenant's unit playing amplified music - establishes Tenant's tolerance of normal urban noise
- Exhibit Q - Email: Senior Corporal Gregory Gostynski, DPD Southwest NPO Unit (April 11, 2026)
- Exhibit R - Screenshots: MADabolic class schedule before and after addition of Friday 5:00 PM class; video of after-hours floor resets
- Exhibit S - Screenshot: Written communication from Mustafa Fenercioglu, owner of Nice Mezze cocktail bar, identifying Tenant as the fourth Unit 231 resident in six months
- Exhibit T - Diagram / DCAD reference map
- Exhibit U - Unsworn Declaration: Brianna M. Nguyen, current Unit 131 resident, May 3, 2026
- Exhibit V - Unsworn Declaration: Jaelin Michael Ferdinand, current Unit 131 resident, May 12, 2026
- Exhibit W - Unsworn Declaration: Janbek Yildirim, bartender, Nice Mezze Cocktail Bar, May 2026

Note: Additional witness statements from affected residents are being gathered and will be submitted prior to hearing.

Tenant will authenticate all video and written exhibits at hearing and can provide original digital files with metadata upon request.

EXHIBIT A

EXHIBIT B

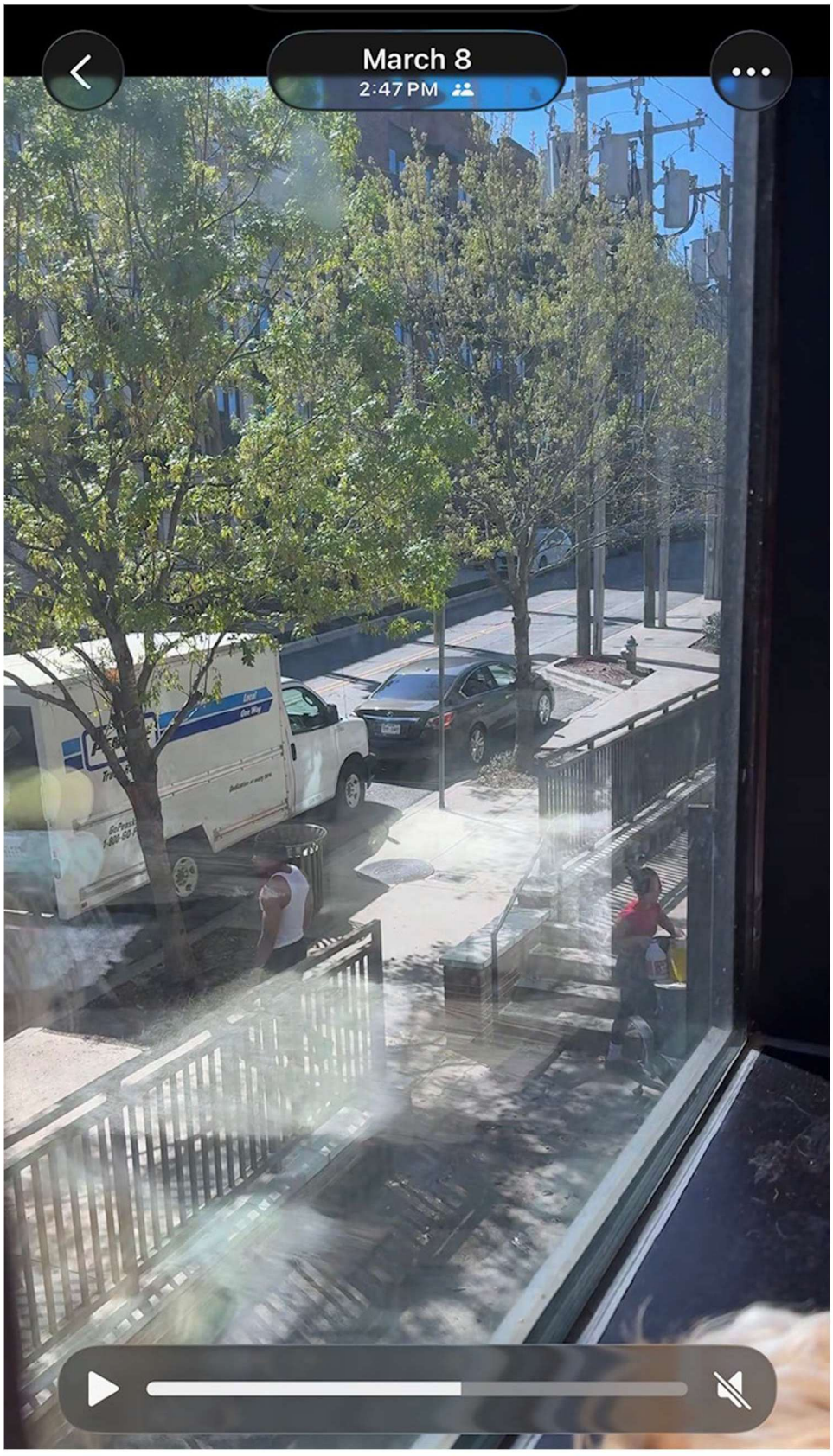


EXHIBIT C

please do not drop the weights!
BE MINDFUL
OF SURROUNDING NEIGHBORS WHEN USING THE GYM AFTER 9PM. MUSIC SHOULD BE AT A REASONABLE LEVEL AND KETTLE BELLS/FREE WEIGHTS SHOULD NOT BE DROPPED ON THE FLOOR.
BISHOP ARTS
VICTOR
PROSPER
N·OAK CLIFF

EXHIBIT D

Gmail

Melanie Fox <mefoxx@gmail.com>

URGENT: Ongoing Physical Nuisance & Management Negligence - Victor Prosper Dallas

Kari Warren <kwarren@kairoi.com> Sat, Feb 14, 2026 at 10:57 AM
To: Melanie Fox <mefoxx@gmail.com>
Cc: oloudis@kairoi.com, mward@kairoi.com, mlynd@kairoi.com

Melanie -

Thank you for bringing this to my attention. I'm sorry to hear how disruptive this has been and understand your frustration.

I have asked our Regional Vice President of Operations, Olivia, to take the lead on this immediately with our local team. She will be reaching out to you directly to review what has been experienced, outline next steps, and work toward an appropriate resolution as quickly as possible.

We take concerns like this seriously and appreciate your patience as we work through the situation together.

Best-

Kari

Kari Warren
Chief Operating Officer - Management
Kairoi Residential
C/ 949 636 4986

> On Feb 14, 2026, at 10:42 AM, Melanie Fox <mefoxx@gmail.com> wrote:
>
> [Quoted text hidden]
>
> <Video_1.mov>

Video.mov
1671K

EXHIBIT D

Gmail

Melanie Fox <mefoxx@gmail.com>

URGENT: Ongoing Physical Nuisance & Management Negligence - Victor Prosper Dallas

Olivia Loudis <oloudis@kairoi.com> Sat, Feb 14, 2026 at 11:47 AM
Cc: Melanie Fox <mefoxx@gmail.com>, Shannon Tennison <stennison@kairoi.com>, Matthew De La Rosa <mdelarosa@kairoi.com>

Melanie,

Thank you for your message and for bringing this to our attention. I understand the seriousness of what you've described and structural vibration concerns.

I am working with our onsite team and facilities partners to assess the reported impacts and will be engaging directly with MADabolic's management regarding mitigation measures and compliance. Our goal is to determine the source, evaluate corrective options, and move quickly toward resolution.

I would appreciate the opportunity to speak with you directly to better understand timing, frequency, and severity. Please let me know your availability.

I will remain involved until we have a clear path forward.

KAIROI RESIDENTIAL

Olivia Loudis
RVP OF OPERATIONS - NORTH TEXAS AND HOUSTON

711 Navarro Street, Suite 400
San Antonio, TX 78205

O / 210 817 0076

kairoi.com

2025 BEST PLACES TO WORK IN MULTIFAMILY

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EXHIBIT D

Gmail

Melanie Fox <mefoxx@gmail.com>

URGENT: Ongoing Physical Nuisance & Management Negligence - Victor Prosper Dallas

Olivia Loudis <oloudis@kairoi.com> Sat, Feb 14, 2026 at 12:52 PM
To: Melanie Fox <mefoxx@gmail.com>
Cc: Shannon Tennison <stennison@kairoi.com>, Matthew De La Rosa <mdelarosa@kairoi.com>

Hi Melanie,

I understand you are requesting immediate mitigation and I want to assure you we do everything in our power to get this addressed as quickly as possible. Since we don't have access to this retail space and will need to work with the retail owner, we cannot guarantee how quickly this will be resolved.

I just left you a voicemail, but want you to know I looked up Madabolics class schedule and looks like they don't have any classes until 9:30 am tomorrow.

I have looped in Shannon Tennison, the local regional manager, and Matthew De La Rosa, the local community director as well who are working with our local regional facilities and reaching out to the owner of Madabolics to come to a resolution as soon as possible.

I know you only moved in a few weeks ago and another move is definitely not something you probably would want to do, but in order to get the quickest relief, would you be at all open to transferring to a different apartment onsite? We can look at assistance with paying for movers if that is something you would be interested in. We want to make sure you are happy calling Victor Prosper home!

Thank you,

EXHIBIT D

Olivia Loudis
RVP OF OPERATIONS - NORTH TEXAS AND HOUSTON

711 Navarro Street, Suite 400
San Antonio, TX 78205

O / 210 817 0076

kairoi.com

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EXHIBIT E

Gmail

Melanie Fox <mefoxx@gmail.com>

URGENT: Ongoing Physical Nuisance & Management Negligence - Victor Prosper Dallas

Shannon Tennison <stennison@kairoi.com> Mon, Feb 23, 2026 at 4:03 PM
To: Melanie Fox <mefoxx@gmail.com>
Cc: Olivia Loudis <oloudis@kairoi.com>, Matthew De La Rosa <mdelarosa@kairoi.com>, Victor Prosper Leasing Email <victorprosper@kairoi.com>, Isaac Cortez <icortez@kairoi.com>

Melanie,

I am working on a solution with our VP of construction, the owner of the gym and the onsite team. I did some digging and can confirm since we have been managing the property for the last 1.5 years, you are the third resident. The first one did report hearing the music from the gym and we worked with the gym owner to include rearranging, volume adjustments and a few oher changes and since we have not had any issues since, we assumed this was resolved. The following resident was an employee who did not live there long and moved out as part of the employment separation. I have personally asked the gym owner to take immediate action to reduce the noise until a permanent solution is determined.

I will get back with you soon with more details/information as I have it.

ST

KAIROI RESIDENTIAL

Shannon Tennison, CAM, CAPS
REGIONAL MANAGER - DALLAS

711 Navarro Street, Suite 400
San Antonio, TX 78205
O / 972 371 0767

kairoi.com

2025 BEST PLACES TO WORK IN MULTIFAMILY

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On Mon, Feb 23, 2026 at 8:59 AM Melanie Fox <mefoxx@gmail.com> wrote:

> Hi Olivia,
>
> I'm glad to hear it's being addressed to some degree but do need to stress that the issue has intensified and it's affecting my service dog again. It's beginning to feel retaliatory in effect, as prior to moving into this unit, the sound was only affecting the back bedroom. Yet for the past three days we have been awoken by the thunder of these weights being thrown even harder.
>
> Considering this has forced me to move twice and has cost me an entire month of business income and productivity due to exhaustion and mental distress, I'm hoping there's a concrete timeline and a sense of urgency.
>
> It has also come to my attention that I am the fourth tenant in six months to occupy this unit. This indicates that management has been aware of this structural failure for a long time, yet the noise is currently increasing rather than being mitigated.
>
> I'd appreciate a timeline on what steps are being taken and how the increased intensity of the vibrations are being addressed. Hoping we can work together for a quick resolution for everyone in the building who's endured this for even longer than I have.
>
> Thanks,
>
> **Melanie Fox**
> *CCN, CSANN, CSAH, CSAN*
> Certified Canine & Small Animal Nutritionist | Herbalist | Naturopath
> President, Homegrown Hounds
> www.HghDogs.com
> **Get My Free App:** DogDivas.club
>
> > On Feb 23, 2026, at 8:34 AM, Olivia Loudis <oloudis@kairoi.com> wrote:
> >
> > Good morning Melanie,
> >
> > Thank you for reaching out. Please know this matter is still being actively addressed. Our VP of Construction was onsite last week to assess the situation, and Matthew and Shannon have been working directly with the tenant. A noise violation has been issued.
> >
> > They will provide you with an update on progress and the next steps as soon as possible.
> >
> > Best,
> >
> > KAIROI RESIDENTIAL
> >
> > **Olivia Loudis**
> > **RVP OF OPERATIONS - NORTH TEXAS AND HOUSTON**
> >
> > 711 Navarro Street, Suite 400
> > San Antonio, TX 78205
> > **O /** 210 817 0076
> >
> > **kairoi.com**

EXHIBIT F

Gmail

Melanie Fox <mefoxx@gmail.com>

URGENT: Ongoing Physical Nuisance & Management Negligence - Victor Prosper Dallas

Shannon Tennison <stennison@kairoi.com> Fri, Feb 27, 2026 a
To: mefox <mefoxx@gmail.com>
Cc: Olivia Loudis <oloudis@kairoi.com>, Matthew De La Rosa <mdelarosa@kairoi.com>

Melanie,

Our VP of Construction was onsite yesterday to take a deeper look at the situation and evaluate what additional measures may be pursued. I'm going to connect with him directly to review his findings and ensure we are aligned on steps.

From my understanding, the gym was also seeking GM approval for additional mats, and I believe Matthew connected with him yesterday regarding that request.

Please know that everyone involved is working diligently to reach a resolution. We will regroup first thing this morning and follow up with you promptly with a clear update and next steps.

Thank you again for your patience and partnership as we work through this together.

Shannon

KAIROI RESIDENTIAL

Shannon Tennison, CAM, CAPS
REGIONAL MANAGER - DALLAS

711 Navarro Street, Suite 400
San Antonio, TX 78205

O / 972 371 0767

kairoi.com

2025 BEST PLACES TO WORK IN MULTIFAMILY

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On Fri, Feb 27, 2026 at 7:28 AM mefox <mefoxx@gmail.com> wrote:

> Hi Shannon,
>
> I'm following up on my email from Tuesday morning as I haven't received a reply.
>
> I happened to walk by the gym yesterday evening and noticed there are still no additional impact mats in place; the weights are still sitting directly on the thin traction flooring (photo attached for reference).
>
> It has been a full two weeks since I first alerted management to this issue and unfortunately it seems to have only increased in severity. I would have hoped that, at the very least, proper mats would have been ordered by now to a solution. It is frustrating and concerning that no visible attempts at mitigation have been made, as this is significantly impacting my daily life and work with 5am wake up calls and my service dog being disabled by a constant sta anxiety during their classes.
>
> I'm sure if this were being experienced firsthand, it would be expedited. Can someone please let me know when these mats will be arriving so we can resolve this?
>
> Thanks,
>
> **Melanie Fox**
> *CCN, CSANN, CSAH, CSAN*
> Certified Canine & Small Animal Nutritionist | Herbalist | Naturopath
> President, Homegrown Hounds
> www.HghDogs.com
> **Get My Free App:** DogDivas.club
>
> > On Feb 24, 2026, at 6:15 AM, Melanie Fox <mefoxx@gmail.com> wrote:
> >
> > Hi Shannon,
> >
> > Thank you for looking into this. I appreciate you taking the lead, as I've been told by several neighboring commercial tenants, including Oak Cliff Pilates and Nice Mezze, that they have complained repeatedly to local management for a long time with no resolution. Based on their feedback and the fact that there have been three tenants in unit 131 in just 18 months, it's clear that this structural issue is well-documented, was never resolved and has created a consistent revolving door for these units.
> >
> > I am hopeful that we can now find a permanent solution. It's not just about the noise; it's the physical vibration. Interestingly, the intensity has increased since the City Inspector's visit, and because it has moved from just the back bedroom to the entire unit (#231, which wasn't vibrating last week), it feels unfortunately retaliatory.
> >
> > Per the advice of the city, I reached out to the Dallas Police Department and they have added an extra patrol for the building. I spoke with a supervising officer last night who instructed me to call 911 every time the vibrations occur so they can document the ongoing disturbance. He is also referring this matter to the Neighborhood Police Officers (NPOs) to address as a chronic community nuisance, as they specialize in resolving these types of business-versus-resident conflicts.
> >
> > I want to stress that this isn't just an annoyance. Beyond the distress it causes my service animal, prolonged exposure to structural vibrations has been scientifically shown to have detrimental effects on the human body, including chronic fatigue, increased cortisol, and interference with the vestibular system. Living in a shaking environment ten hours a day is a significant health tax that makes it impossible to work from home for my job anc is directly impacting my ability to run my business.
> >
> > It seems like a simple solution exists, high-impact, professional-grade lifting mats would likely dampen the slamming of weights against the concrete slab. This would protect the building's foundation and allow the gym to be the mindful neighbor this community is known for. Can you tell me if mats have been employed?
> >
> > I moved to Victor Prosper specifically for the neighborhood mentality, and I truly want to get back to my life. I promise I would love to stop having this conversation, but I'm sure you can understand that a 5:00 AM wake-up call of thunder coming from your ceiling is a lot to handle. I look forward to an update and hopefully no pounding at noon!
> >
> > Thanks,
> >
> > **Melanie Fox**
> > *CCN, CSANN, CSAH, CSAN*
> > Certified Canine & Small Animal Nutritionist | Herbalist | Naturopath
> > President, Homegrown Hounds
> > www.HghDogs.com

EXHIBIT G

Gmail

Melanie Fox <mefoxx@gmail.com>

URGENT: Ongoing Physical Nuisance & Management Negligence - Victor Prosper Dallas

Melanie Fox <mefoxx@gmail.com> Sat, Feb 21, 2026 at 9:23 AM
To: Olivia Loudis <oloudis@kairoi.com>, Shannon Tennison <stennison@kairoi.com>
Cc: Matthew De La Rosa <mdelarosa@kairoi.com>, Victor Prosper Leasing Email <victorprosper@kairoi.com>, Isaac Cortez <icortez@kairoi.com>

Hi Olivia & Shannon,

I'm writing to let you know that the noise and vibration levels have actually increased this morning; I can now feel the vibrations in my bedroom on the opposite side of my new unit.

While moving units was vital to protect my health, my sanity, and my service dog, it hasn't changed the fact that this tenant is still terrorizing the building. Because it appears to be getting worse rather than better, I am calling the City Inspector back out right now to measure the noise and vibration levels upstairs.

I'd like to know what progress has been made and what measures are being taken to solve this permanently. I hope this is still being actively addressed, as the current situation is unsustainable for the community.

Thanks,

Melanie Fox
CCN, CSANN, CSAH, CSAN
Certified Canine & Small Animal Nutritionist | Herbalist | Naturopath
President, Homegrown Hounds
www.HghDogs.com
Get My Free App: DogDivas.club

> On Feb 16, 2026, at 2:12 PM, Olivia Loudis <oloudis@kairoi.com> wrote:
>
> Thank you Matthew!
>
> Melanie, Shannon, our local regional manager, is also going to reach out and give you a call to talk through everything. She is communicating with Madabolics regarding the complaints and working towards the resolution.
>
> We have our VP of Facilities and Construction Services coming to inspect the sound proofing and make some recommendations as well later this week.

KAIROI RESIDENTIAL

Olivia Loudis
RVP OF OPERATIONS - NORTH TEXAS AND HOUSTON
711 Navarro Street, Suite 400
San Antonio, TX 78205
O / 210 817 0076

kairoi.com

2025 BEST PLACES TO WORK IN MULTIFAMILY

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> On Mon, Feb 16, 2026 at 2:09 PM Melanie Fox <mefoxx@gmail.com> wrote:
> Hi Matthew,
>
> Thank you for confirming what we discussed.
>
> If there is any possibility at all to secure movers sooner than tomorrow, I would deeply appreciate it. As you can imagine, moving an entire home twice in two weeks, especially into an upstairs unit I didn't originally choose, is an overwhelming undertaking.
>
> To that end, I also need to confirm that the movers can bring bins or boxes. Since I had already unpacked in my original unit and disposed of my previous moving supplies, I'll need assistance and materials to repack those items.
>
> I'll look forward to the update on the housekeeping arrival time and the maintenance team's assistance with the mattress shortly.
>
> Thanks,
>
> **Melanie Fox**
> *CCN, CSANN, CSAH, CSAN*
> Certified Canine & Small Animal Nutritionist | Herbalist | Naturopath
> President, Homegrown Hounds
> www.HghDogs.com
> **Get My Free App:** DogDivas.club
>
> > On Feb 16, 2026, at 1:43 PM, Matthew De La Rosa <mdelarosa@kairoi.com> wrote:
> >
> > Melanie:
> >
> > The "501" number has been removed from our system.
> >
> > To ensure we are aligned, below is a recap of our phone conversation from earlier today:
> >
> > - **Service Items:** Our technicians have completed the thermostat inspection and addressed the kitchen sink drain. Thank you for confirming receipt of that work.
> > - **Housekeeping:** Our housekeeping vendor will be onsite today; however, they were unable to provide a specific arrival time. Once they arrive, a member of our team will contact you with a heads-up.
> > - **Mattress Move:** You requested assistance moving either your mattress or couch, as we were unable to confirm a moving company for today. Since our call, I have confirmed that our service technicians will move your mattress upstairs. When they are available, a member of our team will reach out to notify you prior to assisting.

EXHIBIT G

Gmail

Melanie Fox <mefoxx@gmail.com>

URGENT: Ongoing Physical Nuisance & Management Negligence - Victor Prosper Dallas

Melanie Fox <mefoxx@gmail.com> Mon, Feb 23, 2026 at 8:59 AM
To: Olivia Loudis <oloudis@kairoi.com>
Cc: Shannon Tennison <stennison@kairoi.com>, Matthew De La Rosa <mdelarosa@kairoi.com>, Victor Prosper Leasing Email <victorprosper@kairoi.com>, Isaac Cortez <icortez@kairoi.com>

Hi Olivia,

I'm glad to hear it's being addressed to some degree but do need to stress that the issue has intensified and it's affecting my service dog again. It's beginning to feel retaliatory in effect, as prior to moving into this unit, the sound was only affecting the back bedroom. Yet for the past three days we have been awoken by the thunder of these weights being thrown even harder.

Considering this has forced me to move twice and has cost me an entire month of business income and productivity due to exhaustion and mental distress, I'm hoping there's a concrete timeline and a sense of urgency.

It has also come to my attention that I am the fourth tenant in six months to occupy this unit. This indicates that management has been aware of this structural failure for a long time, yet the noise is currently increasing rather than being mitigated.

I'd appreciate a timeline on what steps are being taken and how the increased intensity of the vibrations are being addressed. Hoping we can work together for a quick resolution for everyone in the building who's endured this for even longer than I have.

Thanks,

Melanie Fox
CCN, CSANN, CSAH, CSAN
Certified Canine & Small Animal Nutritionist | Herbalist | Naturopath
President, Homegrown Hounds
www.HghDogs.com
Get My Free App: DogDivas.club

> On Feb 23, 2026, at 8:34 AM, Olivia Loudis <oloudis@kairoi.com> wrote:
>
> [Quoted text hidden]

EXHIBIT H

Gmail

Melanie Fox <mefoxx@gmail.com>

Update: Mitigation Plan and Resolution for Unresolved Gym Vibrations - Unit 231

Melanie Fox <mefoxx@gmail.com> Wed, Mar 4, 2026 at 5:05 AM
To: Shannon Tennison <stennison@kairoi.com>
Cc: Matthew De La Rosa <mdelarosa@kairoi.com>, Olivia Loudis <oloudis@kairoi.com>, Andres Garcia <andgarcia@kairoi.com>
Bcc: kwarren@kairoi.com

Hi Management Team,

I know you're all out of office this week, but since I haven't heard back yet, I wanted to reach out with some new information. I actually decided to join Metabolic Gym yesterday, and getting to see the workouts firsthand and speak with their GM, Leilanni, was incredibly eye opening and informative.

After seeing their circuit-training setup, I finally understand why the mats idea hasn't been the preferred fix, their specific workout style makes heavy mats a major safety and tripping hazard for their members. She also mentioned they have specific branding requirements, so the mats they can use have to come from the franchise. She stated she's attempted to use the thin mats they do have, but I can confirm those are not making any reduction in noise.

I also realized just how much the vibration is traveling from their floor through the concrete slab, I had no idea there was an entire commercial hallway in the middle of the building, which means we don't even share a wall from what I could gather. It seemed to me that more shock absorbing flooring would be the only permanent solution since even setting down weights at a reasonable distance makes a significant tremor since they're so heavy.

To be honest, I'm just exhausted. Between the 5:00am starts and last night's vibrations increasing in duration until 9:00pm (1.5hrs past closing time) as of last night, I am essentially being displaced from my home for 8hrs intermittently over a 16 hour period. It is a daily struggle to figure out how to work and live here, and it's heart-wrenching to watch my dog be this terrified in her own home with no light at the end of the tunnel.

So you can see how this affects my weekday:

5:00-7:30 vacate the apt
7:30-12pm work from home
12-1:30pm vacate the apt (work remote from Starbucks)
1:30-5pm work from home
5pm-9pm vacate the apt
9pm-1am fulfill business orders
1am-5am sleep

Hopefully this helps you all understand why this is so urgent, 4 hours of sleep a day is just not sustainable. I don't have any time to finish unpacking and enjoy my home because I'm losing 8hrs a day to the thunderdome. The only "blessing" is only 2.5hrs of class on the weekends but I've spent all weekends so far just trying to catch up on sleep, unpacking and decompressing from the constant nervous system attack.

I'm sure it's also a thorn in everyone's side to have two units that are this difficult to inhabit/lease, and I truly believe that us all being in direct communication is the fastest way to solve this for the long term. I just really need to know that there is a plan, for my sanity. Could you please share what the VP of Construction deduced from their visit and any potential timeline for a permanent solution that might be in the works?

I am still doing my best to be excited about living here and being a part of this community, but I'm struggling to keep my head above water without some transparency. I'm more than willing to help with any in person testing or FaceTime walkthroughs to give them the best idea of how it's affecting this side of the building/upstairs. I'm just looking for a bit of hope and a plan to work towards.

Thanks,

Melanie Fox
CCN, CSANN, CSAH, CSAN

EXHIBIT I

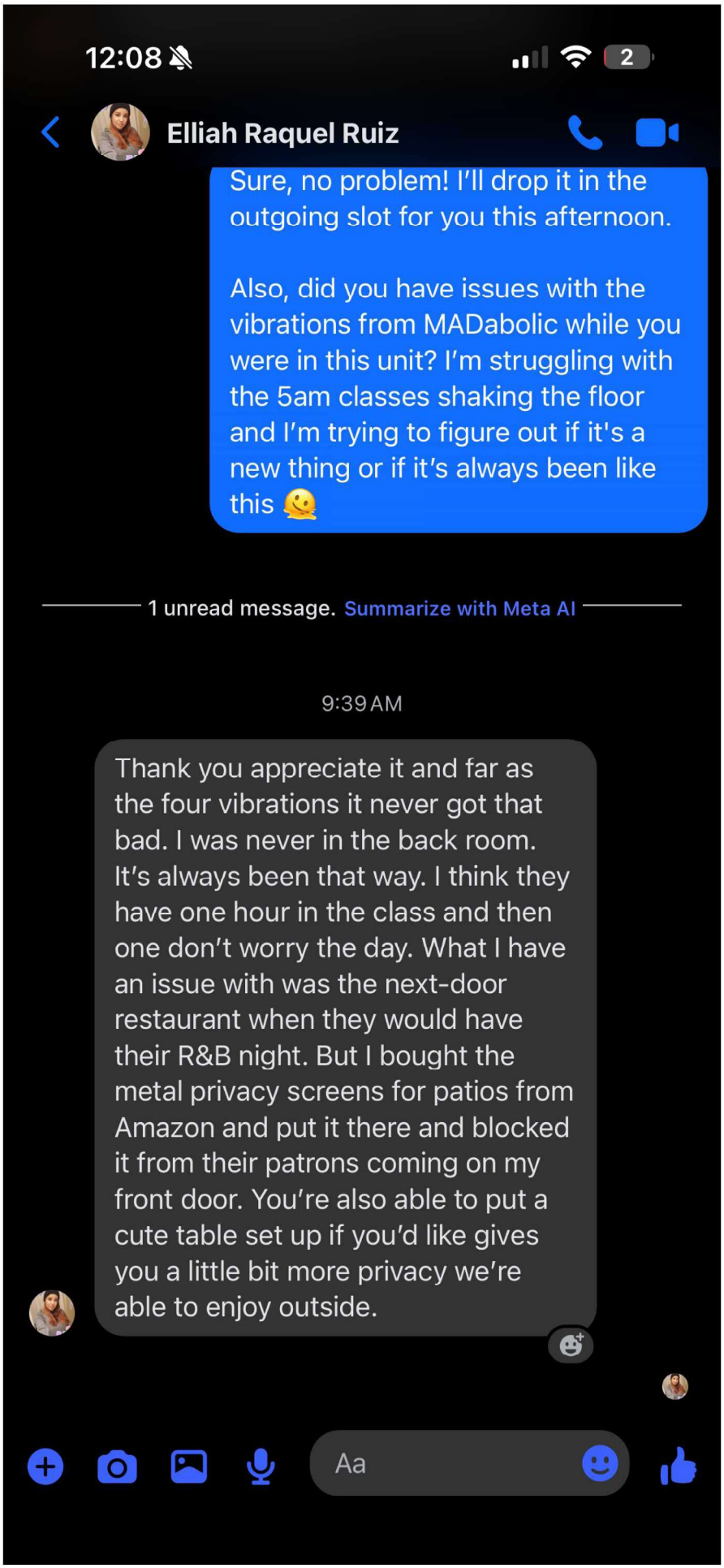
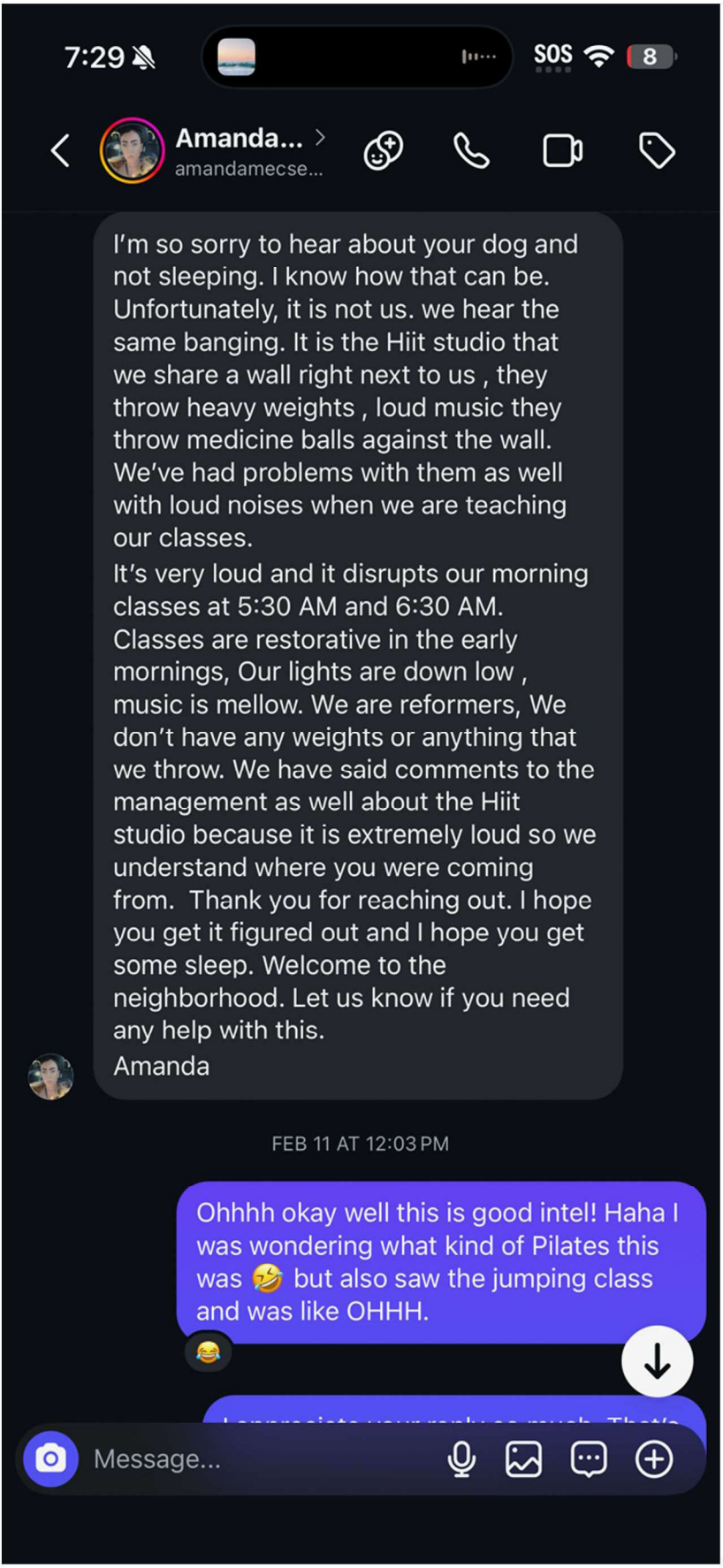

12:08
2
Elliah Raquel Ruiz
Sure, no problem! I'll drop it in the outgoing slot for you this afternoon.
Also, did you have issues with the vibrations from MADabolic while you were in this unit? I'm struggling with the 5am classes shaking the floor and I'm trying to figure out if it's a new thing or if it's always been like this
1 unread message. Summarize with Meta AI
9:39 AM
Thank you appreciate it and far as the four vibrations it never got that bad. I was never in the back room. It's always been that way. I think they have one hour in the class and then one don't worry the day. What I have an issue with was the next-door restaurant when they would have their R&B night. But I bought the metal privacy screens for patios from Amazon and put it there and blocked it from their patrons coming on my front door. You're also able to put a cute table set up if you'd like gives you a little bit more privacy we're able to enjoy outside.
Aa

EXHIBIT J


7:29
SOS
8
Amanda...
amandamecse...
I'm so sorry to hear about your dog and not sleeping. I know how that can be. Unfortunately, it is not us. we hear the same banging. It is the Hiit studio that we share a wall right next to us , they throw heavy weights , loud music they throw medicine balls against the wall. We've had problems with them as well with loud noises when we are teaching our classes.
It's very loud and it disrupts our morning classes at 5:30 AM and 6:30 AM. Classes are restorative in the early mornings, Our lights are down low , music is mellow. We are reformers, We don't have any weights or anything that we throw. We have said comments to the management as well about the Hiit studio because it is extremely loud so we understand where you were coming from. Thank you for reaching out. I hope you get it figured out and I hope you get some sleep. Welcome to the neighborhood. Let us know if you need any help with this.
Amanda
FEB 11 AT 12:03 PM
Ohhhh okay well this is good intel! Haha I was wondering what kind of Pilates this was 🤣 but also saw the jumping class and was like OHHH.
Message...

7:29
SOS
8
Amanda...
amandamecse...
I appreciate your reply so much. That's very helpful, thank you!
Sorry, quick question, is it MADabolic? I'm 5 days in over here 😅🤦‍♀️
FEB 11 AT 1:13 PM
Yes that is the name
Welcome to the neighborhood I hope you get sleep
Yeah no jumping in Pilates we go slow lol 😂
FEB 11 AT 2:28 PM
I will plead the most tired human in the world for thinking it was yall hahaha 🤣 but also I'm glad I asked you since you knew exactly what it was and I feel less crazy! I'm going to get this solved for us!
I feel your pain trust me we have been irritated as well , I really hope management helps you I could not imagine living that way
Message...

EXHIBIT K

Gmail

Melanie Fox <mefoxx@gmail.com>

Victor Prosper: Unit 231 Correspondence Response

Gianna Velasquez <gvelasquez@kairoi.com> Wed, Apr 8, 2026 at 10:19 AM
To: mefoxx@gmail.com
Cc: Matthew De La Rosa <mdelarosa@kairoi.com>, Shannon Tennison <stennison@kairoi.com>

Good morning,

Please see the attached formal response to your correspondence regarding your concerns at Victor Prosper

Best regards,
Gianna

--

KAIROI RESIDENTIAL

Gianna Velasquez
LEGAL OPERATIONS MANAGER

711 Navarro Street, Suite 400
San Antonio, TX 78205

O / 210 817 0068

kairoi.com

2026 BEST PLACES TO WORK IN MULTIFAMILY

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Response (4_7_26).pdf
122K

EXHIBIT K

April 7, 2026

Via Email: mefoxx@gmail.com
Melanie Fox
196 W. Davis St. #231
Dallas, Texas 75208

RE: Apartment No. 231, Victor Prosper

As counsel for Kairoi, which is the agent for the owner of Victor Prosper, I have been asked to respond to your recent correspondence. In response to your allegations therein as relates to Apartment No. 231 at Victor Prosper (the "Apartment"), the owner and manager (collectively, "Landlord") provide the following:

Your initial apartment was leased to you pursuant to the TAA Lease Contract entered on or about February 2, 2026 (the "Lease Contract"). Remedies afforded under both the Texas Property Code and the Lease Contract are contingent upon the following: the Landlord must have failed to make a diligent effort to remedy the situation. Indeed, a diligent effort was made to address your concerns as more particularly described below:

First, management staff visited your initial unit (1-131) on February 13, 2026, and immediately engaged the commercial tenant to explore solutions such as additional padding, equipment adjustments, and operational mindfulness.

Thereafter, management engaged in direct discussions with you to address your concerns in detail, during which transfer options were explored, and our Regional Vice President of Operations arranged for you to test an alternative unit (Apartment No. 231) during peak gym hours. After receiving your approval, Landlord processed and executed your transfer to Apartment No. 231 on February 16, 2026. Landlord matched your previous rental rate, coordinated and financed Ameritex Movers to assist with the relocation, and promptly sent maintenance to fix the new unit's thermostat and sink. Additionally, on February 27, 2026, Landlord formally offered you the option of another unit transfer or a mutual lease termination without any fees or penalty, which you rejected.

Over the course of the last several weeks, Landlord has also (i) issued formal noise and lease violations to the commercial tenant, (ii) met in person with the gym owner and general manager on multiple occasions to demand immediate mitigation, resulting in them unplugging their subwoofer, lowering bass levels, and adding mats at their kettlebell station , and (iii) engaged appropriate third-party professionals and internal stakeholders to assess the issue and explore potential mitigation options, the effectiveness of which cannot be guaranteed. Therefore, indeed a diligent effort has been made to remedy your concerns.

As relates to any claims regarding the condition of Apartment No. 231, please recall that you tested the unit between February 15 and 16, 2026 (prior to transferring); thereby observing its precise location and characteristics. You also confirmed to Landlord on February 28 that you tested the unit prior to agreeing to the transfer. As stated in Section 20.1 of the Lease Contract, you accepted the Apartment "As-Is."

Taking all of the above into consideration, Landlord is willing to offer early termination of your Lease Contract without fees or penalties, along with a settlement sum of **$5,000.00**. This amount

encompasses a full refund of the $2,801.54 you have paid to the property to date, plus $2,000.00 to cover your moving expenses. Please note that you must vacate the unit by **April 30, 2026**, to avoid any additional prorated rent for the month of May.

This offer is made only to amicably resolve potential conflicts and disputes in connection with your allegations, if any, and not as any admission of liability, which is expressly denied. Such offer is subject to a Release and Confidentiality Agreement. In the event a Release and Confidentiality Agreement is not entered by April 17, 2026, the offer will be permanently withdrawn.

Should you elect to decline the foregoing offer and remain in the unit, Landlord will continue to evaluate potential reasonable measures to address your concerns. However, any such effort remains subject to feasibility, coordination with third parties, and other operational constraints. As such, Landlord cannot provide a definitive timeline for implementation, nor can it warrant or guarantee that any proposed measures will fully resolve the issue.

This correspondence is sent in accordance with Rule 408 of the Rules of Evidence and does not constitute nor should it be treated as an admission of liability or admission of any wrongdoing, which is expressly denied.

Please contact Gianna Velasquez with any questions or concerns at (210) 817-0068 or gvelasquez@kairoi.com.

Sincerely,

Connie Arambula
General Counsel of Kairoi Residential, agent for owner

EXHIBIT L

Gmail

Melanie Fox <mefoxx@gmail.com>

Victor Prosper - Response to April 10, 2026 Communication

1 message

Kimberly Sims <KSims@palterlaw.com> Mon, Apr 20, 2026 at 9:39 AM
To: "mefoxx@gmail.com" <mefoxx@gmail.com>
Cc: Katie Burkhart <KBurkhart@palterlaw.com>

Ms. Fox –

I represent Victor Prosper in response to your email communication dated April 10, 2026. Having reviewed the letter sent to you and the offer made by Victor Prosper, the offer to allow to you terminate without penalty, return your rent payment, and pay for your relocation expenses exceeds what I would have recommended offering in response to your requests. However, my client is still agreeable to that resolution and offer, provided that you accept and return the signed Release and Confidentiality Agreement no later than **April 24, 2026 at 5:00 p.m**.

The request you made in response, to return all rent paid and indefinitely abate rent going forward is not feasible or agreeable. I understand your concerns related to noise and vibration in your unit, and the landlord will continue to address those concerns if you would prefer to stay in the current unit, but I am concerned that you may not be satisfied with the resolution because some noise is typical related to apartment living. To clarify and confirm, if the offer presented to terminate the lease is not accepted, then May 1 rent and charges will be due pursuant to the lease and should be paid in accordance with the lease.

If you would like to discuss the matter further, please feel free to contact me.

KIMBERLY SIMS

Attorney/Member

PALTERLAW

PALTER SIMS MARTINEZ PLLC

15443 Knoll Trail Dr., Suite 100

Dallas, Texas 75248

Telephone: (214) 888-3106

Mobile: (972) 800-9141

Facsimile: (214) 888-3109

EXHIBIT L

ksims@palterlaw.com

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If any of the information you receive in the email or its attachments appears corrupt or missing, please notify the sender immediately.

EXHIBIT M

Gmail

Melanie Fox <mefoxx@gmail.com>

URGENT: Structural Damage & Habitability Crisis at Victor Prosper (233 W. 7th St)

Melanie Fox <mefoxx@gmail.com> Fri, Feb 27, 2026 at 1:48 PM
To: info@alamomanhattan.com, mattsegrest@alamomanhattan.com, matt.segrest@alamomanhattan.com

Dear Mr. Segrest,

I am reaching out as a last resort to alert you to a structural vibration nuisance and potential long-term damage to the slab at Victor Prosper. I moved in on February 2nd and immediately reported severe vibrations from the ground-floor gym. Despite escalating this to the Kairoi C-suite two weeks ago, I was told today they are still "seeking approval" for simple impact mats. Meanwhile, the gym continues to drop heavy weights directly onto the concrete, vibrating my unit so violently that I have attached a video of the "Jurassic Park" effect on the water in my home.

I have been more than accommodating, even moving units this month to try to resolve this, yet the issue has only worsened. I have now involved the City Inspector, the Mayor's office, and the Dallas Police, all of whom agree this is a management-level failure. Two adjacent commercial tenants have confirmed they have also filed multiple ignored complaints. This isn't just a noise issue; the City Inspector noted that this daily, high-impact abuse is likely causing irreparable damage to the building's slab.

I was excited to bring my business to the Bishop Arts community, but I am currently sitting in my car crying because I cannot physically exist in the home I pay for. My service dog is now on a Xanax prescription because she is so terrorized by the "bomb shelter" environment. I have asked for nothing but the peace promised in my lease, yet I am being displaced for 8 hours a day. Whether or not you can intervene with your management team, I felt it was my responsibility to let you know how your asset is being treated.

I am happy to provide any further information if you would like to discuss this, and am available for a call as well.

Thanks for your time,

Melanie Fox
CCN, CSANN, CSAH, CSAN
Certified Canine & Small Animal Nutritionist | Herbalist | Naturopath
President, Homegrown Hounds
972.849.2864
www.HghDogs.com
Get My Free App: DogDivas.club

2 attachments

image0.jpeg
6653K

Video.mov
1671K

EXHIBIT N

Gmail

Melanie Fox <mefoxx@gmail.com>

Victor Prosper-Update on Soundproofing Efforts

Matthew De La Rosa <mdelarosa@kairoi.com> Fri, Mar 27, 2026 at 3:13 PM
To: Melanie Fox <mefoxx@gmail.com>, Shannon Tennison <stennison@kairoi.com>, Andres Garcia <andgarcia@kairoi.com>, Olivia Loudis <oloudis@kairoi.com>

Hello Melanie:

I hope you're doing well! I wanted to reach out with our latest update on the soundproofing work. Please know that we haven't forgotten about you and remain fully committed to finding a solution.

This week, two vendors visited the property to review the work we proposed for soundproofing the area behind your home. This represents an important step forward, and we feel like we're really rounding the corner toward achieving our goal.

While we still don't have a definite timetable for completion, we are optimistic that these efforts will contribute to meaningful progress. As always, we'll keep you updated as soon as we have more information. We sincerely appreciate your patience as we continue moving forward.

Thank you again,

Matthew De La Rosa,
COMMUNITY DIRECTOR
VICTOR PROSPER

195 W Davis St.
Dallas, TX 75208

O / 214 941 1700

livevictorprosper.com
kairoiresidential.com

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EXHIBIT N

Gmail

Melanie Fox <mefoxx@gmail.com>

Victor Prosper-Update on Soundproofing Efforts

Matthew De La Rosa <mdelarosa@kairoi.com> Wed, Apr 1, 2026 at 5:56 PM
To: mefox <mefoxx@gmail.com>
Cc: Shannon Tennison <stennison@kairoi.com>, Andres Garcia <andgarcia@kairoi.com>, Olivia Loudis <oloudis@kairoi.com>

Melanie:

Thank you for your response. I completely understand your frustration, and I want to assure you that we continue to actively move forward. We have begun receiving proposals for the soundproofing work requested by our VP of Construction and are currently awaiting an additional proposal. Once these are reviewed, there are subsequent steps that will need to be taken, which is why we do not yet have a definite timetable for completion; however, we are gaining momentum toward our goal of implementing a long-term solution.

I also want to reassure you that the flexibility we previously discussed remains available and unchanged, and we hope it continues to provide support as we work through these steps.

I will continue providing updates as I receive them and will keep you informed as more information becomes available. We sincerely appreciate your patience as we work toward a permanent solution.

Thank you again,

Matthew De La Rosa,
COMMUNITY DIRECTOR
VICTOR PROSPER

195 W Davis St.
Dallas, TX 75208

O / 214 941 1700

livevictorprosper.com
kairoiresidential.com

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EXHIBIT O

EXHIBIT P

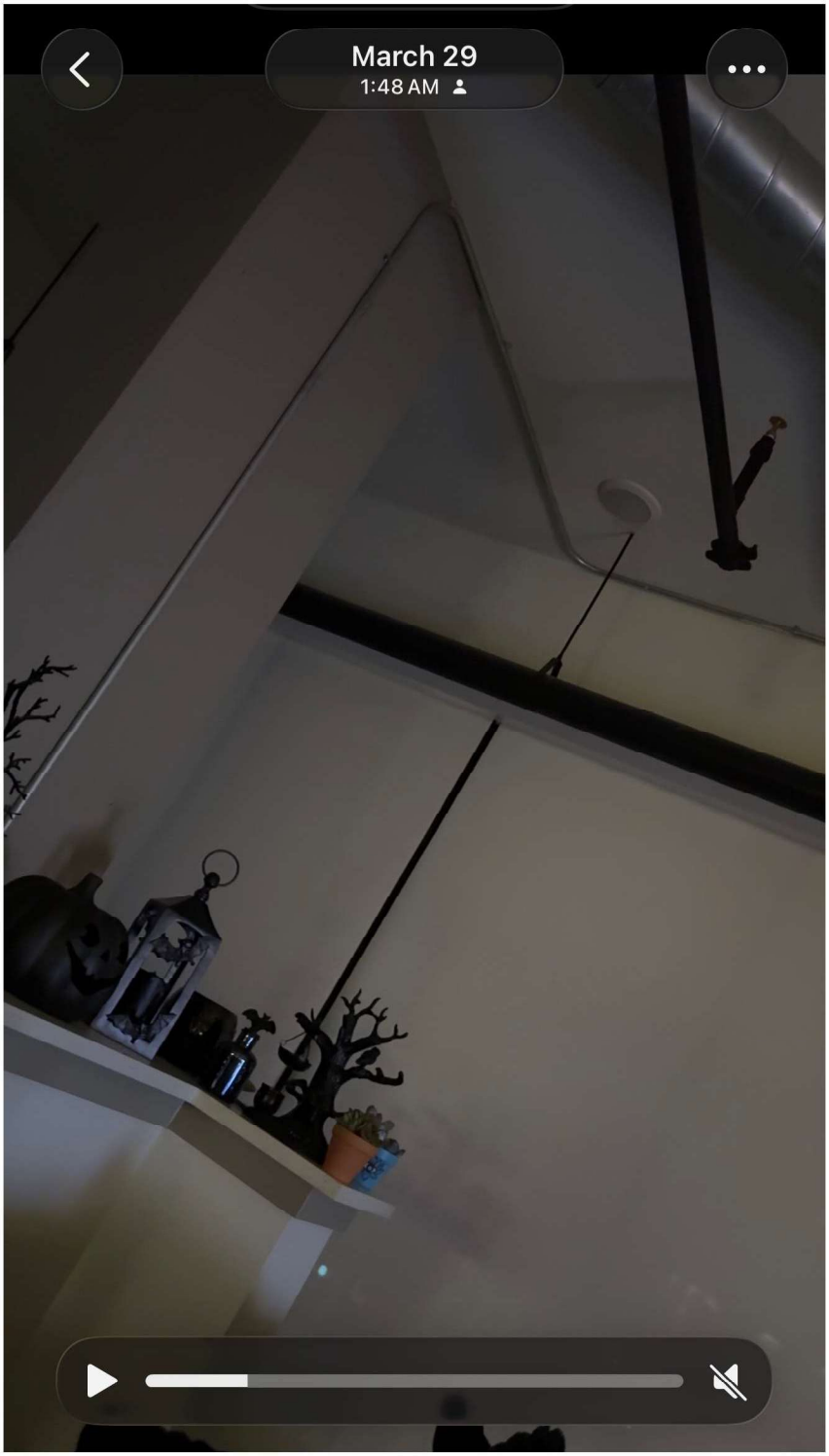


EXHIBIT Q

Gmail

Melanie Fox <mefoxx@gmail.com>

Loud Noise Complaint

Gostynski, Gregory <gregory.gostynski@dallaspolice.gov> Sat, Apr 11, 2026 at 4:42 PM
To: "mefoxx@gmail.com" <mefoxx@gmail.com>

Good afternoon,

I was going over your email about the gym downstairs. I have been out to the gym a few times about noise complaints. I work day shift so before im able to get to the gym the workouts are over. After speaking with Sgt. Farmer about the matter, next week we will have an officer come in early to attempt to make it over to the gym to speak to the owner/workers. I have spoken to Victor Prosper about the complaints as well and asked them to reach out to the gym being they are the managers of the property.

Unfortunately, for me to be able to issue a noise complaint citation there needs to be loud noise at the time of my arrival. I am unable to issue a ticket if there is no loud noises or music in my presence. I will also forward the complaint to city code to see if there are any violations they can handle as well.

We will work on resloving this issues as soon as possible for you.

Gregory Gostynski #11518
Senior Corporal
Southwest NPO Unit
City of Dallas | DallasPolice.net
Dallas Police Department
4230 W. Illinois Ave.
Dallas, Texas 75211
C: 972-595-8981
Gregory.Gostynski@dallaspolice.gov

EXHIBIT R

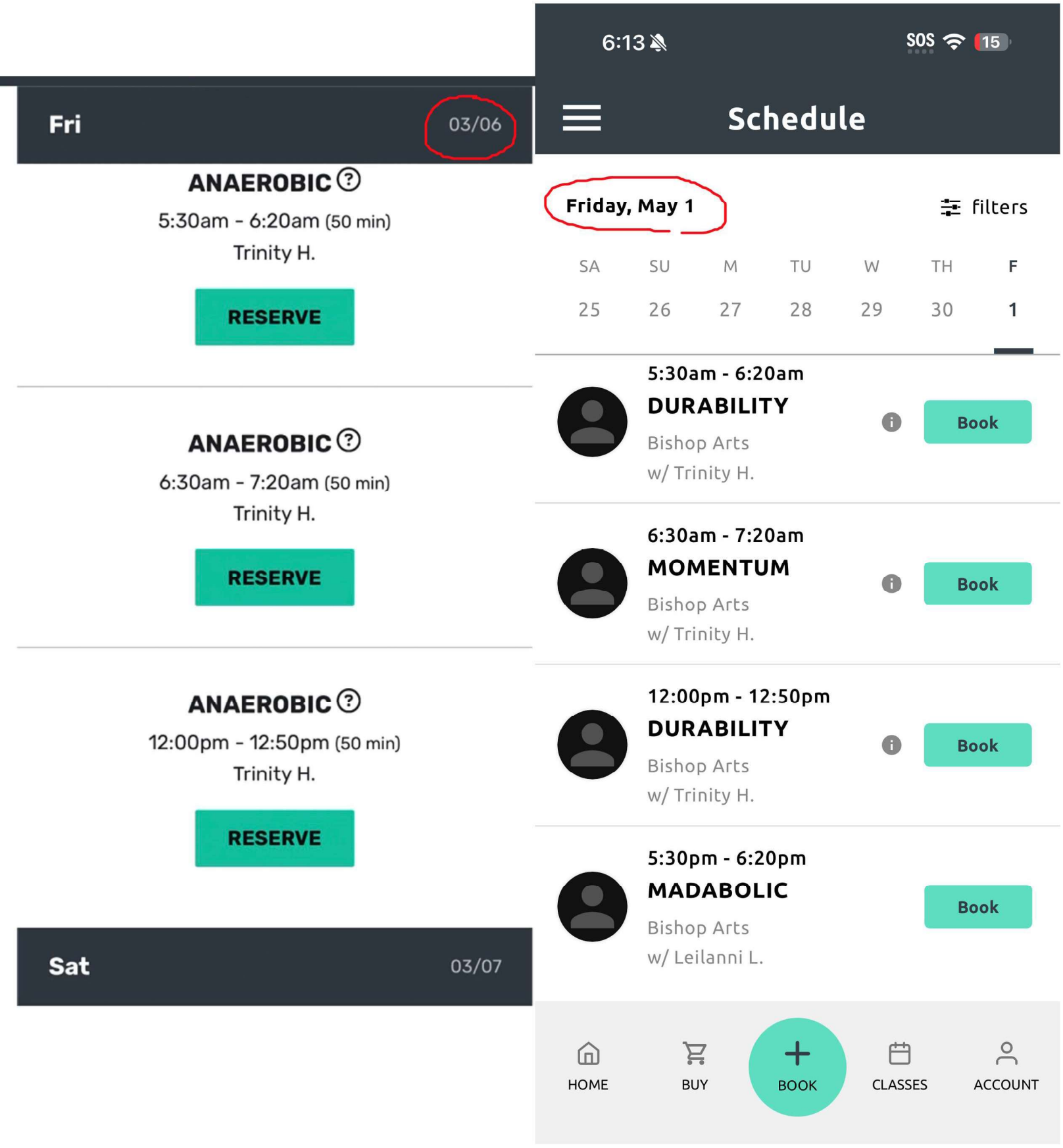
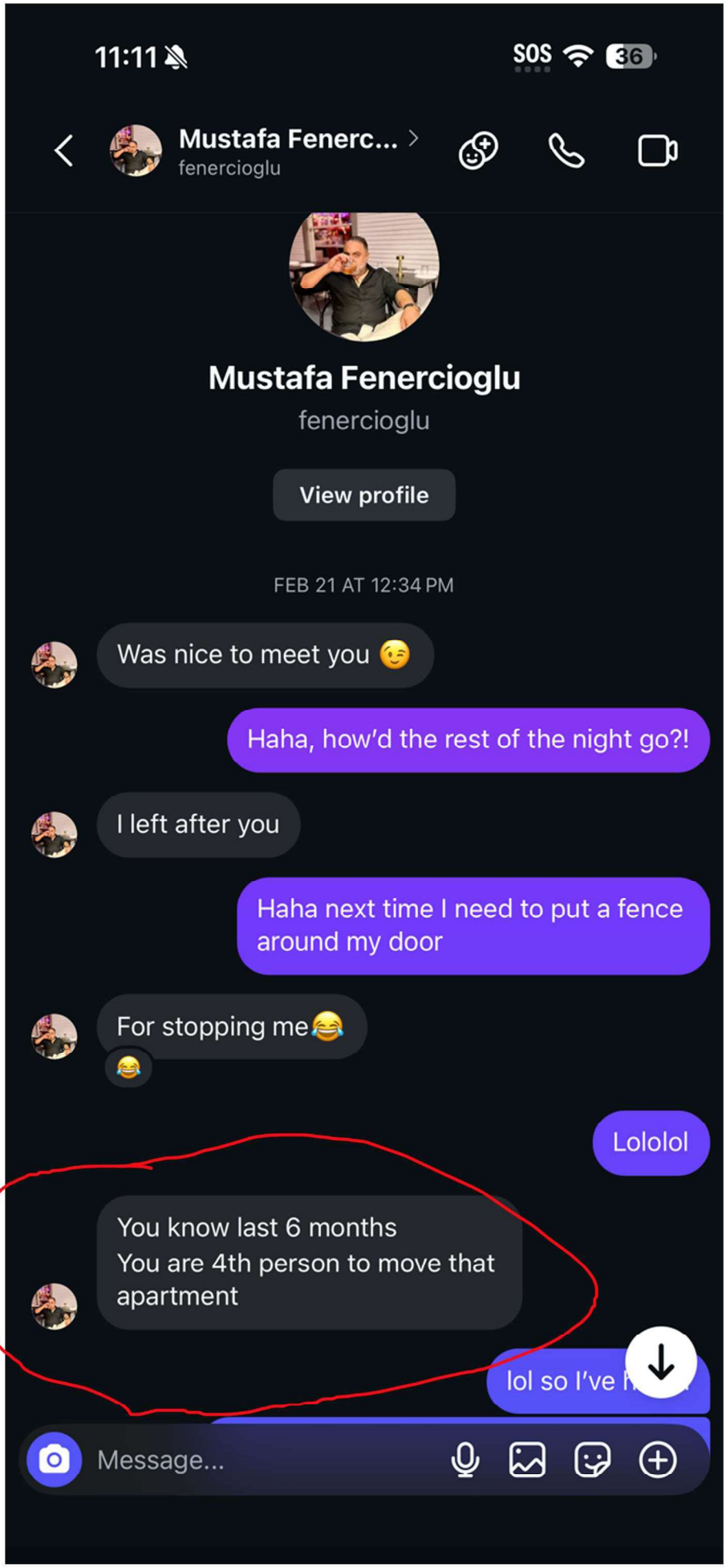

Fri
03/06
ANAEROBIC
5:30am - 6:20am (50 min)
Trinity H.
RESERVE
ANAEROBIC
6:30am - 7:20am (50 min)
Trinity H.
RESERVE
ANAEROBIC
12:00pm - 12:50pm (50 min)
Trinity H.
RESERVE
Sat
03/07
6:13
SOS
15
Schedule
Friday, May 1
filters
SA SU M TU W TH F
25 26 27 28 29 30 1
5:30am - 6:20am
DURABILITY
Bishop Arts
w/ Trinity H.
Book
6:30am - 7:20am
MOMENTUM
Bishop Arts
w/ Trinity H.
Book
12:00pm - 12:50pm
DURABILITY
Bishop Arts
w/ Trinity H.
Book
5:30pm - 6:20pm
MADABOLIC
Bishop Arts
w/ Leilanni L.
Book
HOME
BUY
BOOK
CLASSES
ACCOUNT

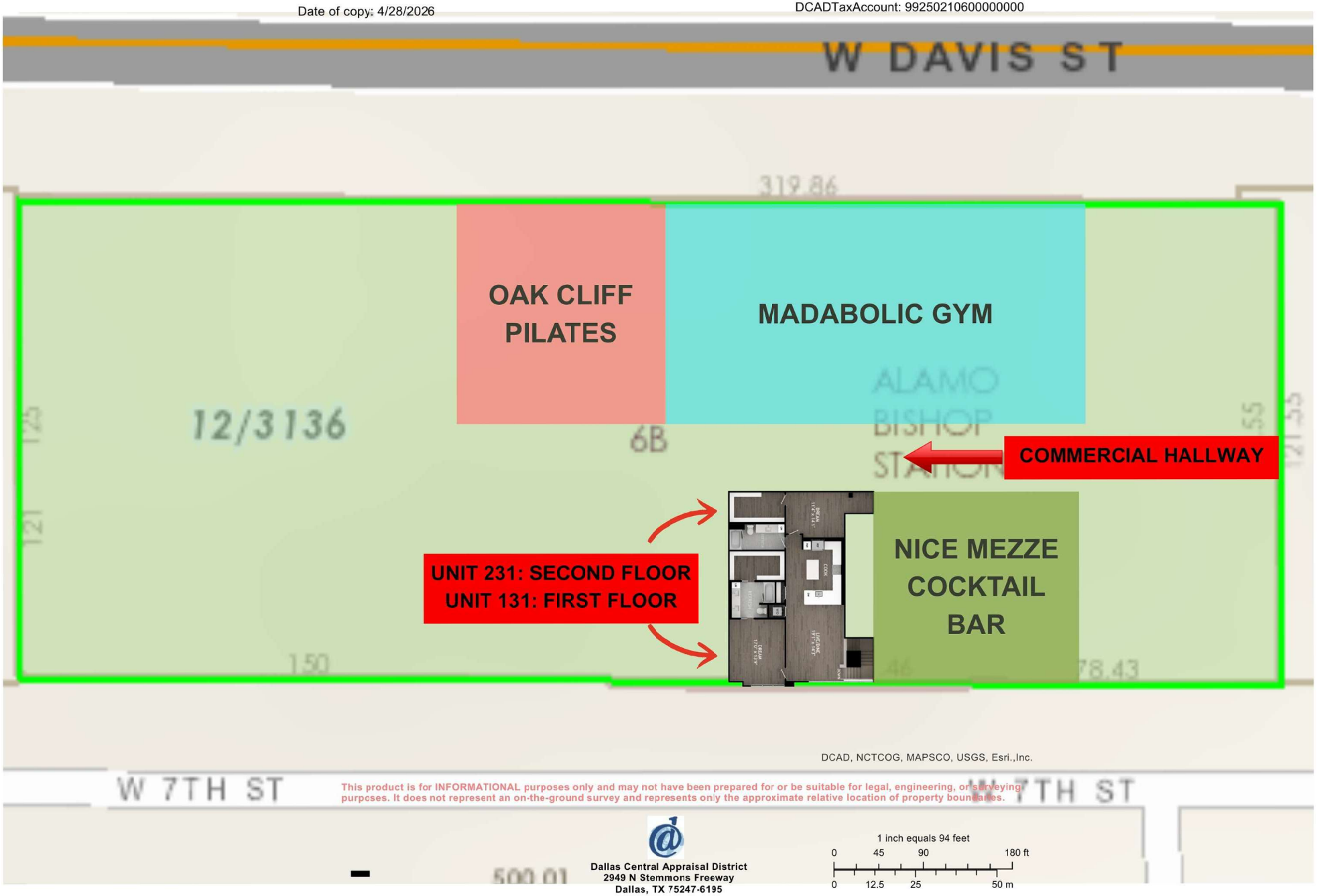
EXHIBIT S


11:11
SOS
36
Mustafa Fenerc...
fenercioglu
Mustafa Fenercioglu
fenercioglu
View profile
FEB 21 AT 12:34 PM
Was nice to meet you 😉
Haha, how'd the rest of the night go?!
I left after you
Haha next time I need to put a fence around my door
For stopping me😂
😂
Lolololol
You know last 6 months
You are 4th person to move that apartment
lol so I've
Message...

196 W Davis St, Dallas, TX 75201

Date of copy: 4/28/2026

DCADTaxAccount: 99250210600000000



This product is for INFORMATIONAL purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Dallas Central Appraisal District
2949 N Stemmons Freeway
Dallas, TX 75247-6195
(214) 631-1342
www.dallascad.org

1 inch equals 94 feet

0 45 90 180 ft

0 12.5 25 50 m

DCAD, NCTCOG, USGS, Esri.Inc

PLEASE NOTE: This diagram is a non-to-scale illustrative representation created from public CAD map data for spatial context only. Exact structural measurements and professional architectural plans were not available to Tenant at the time of filing.

EXHIBIT T

EXHIBIT U

WITNESS STATEMENT / UNSWORN DECLARATION

Fox v. Kairoi Residential, LLC and AM Victor Prosper Owner LLC

Dallas County Justice Court, Precinct 1, Place 1

Cause No.: _____

WITNESS INFORMATION

Full Legal Name: Brianna Mylan Nguyen

Unit Number: 131 **Move-In Date:** 03/06/26

Phone or Email (optional — for follow-up only): bremnguyen12@gmail.com

STATEMENT OF FACTS

1. **Structural Vibration:** Do you personally experience structural vibrations, shaking, or rumbling caused by the neighboring commercial gym (MADabolic)?

[✓] YES [ ] NO

If yes, please describe what you experience:

obnoxious thuds, vibrations throughout my unit,

2. **Timing:** What days and times does the vibration or noise most commonly occur?

EVERYDAY. it starts at 5AM & lasts throughout the day.

3. **Disclosure:** Did Landlord or Management disclose the existence of structural vibrations or a 1.5-year history of complaints about this unit BEFORE you signed your lease?

[ ] YES [✓] NO

4. **Impact on Daily Life:** Briefly describe how the vibrations affect your daily life (sleep, work, pets, health, etc.):

my sleep is disrupted and I am unable to get a full night of sleep. It's affecting my mental health, work performance, and my pet's mental health.

5. **Pets:** If you have pets, have you noticed changes in their behavior or stress levels since moving in?

[X] YES [ ] NO [ ] No pets

EXHIBIT U

If yes, describe: anxious, wimpering, panting, scratching, urinating from loud bangs

6. **Management Response:** Have you reported the vibration or noise to property management?

[X] YES [ ] NO

If yes, what was the response?

no response yet

7. **Anything else:** Is there anything else you would like the Court to know?

The constant disturbance has affected my sleep resulting in affecting my mental heath which is affecting my performance at work and my personal life.

UNSWORN DECLARATION

"My name is Brianna M. Nguyen, my date of birth is 09/12/1997, and my address is 196 W. Davis Street (also known as 233 W. 7th Street), Unit 131, Dallas, TX 75208. I declare under penalty of perjury that the foregoing is true and correct."

Executed in Dallas County, State of Texas, on this 3 day of May, 2026.

Signature: [signature] Date: 05/03/26

Printed Name: Brianna Nguyen

This statement is submitted voluntarily in connection with Fox v. Kairoi Residential LLC and AM Victor Prosper Owner LLC,

Dallas County Justice Court, Precinct 1, Place 1. Witness was not coerced or compensated for this statement.

EXHIBIT V

WITNESS STATEMENT / UNSWORN DECLARATION

Fox v. Kairoi Residential, LLC and AM Victor Prosper Owner LLC

Dallas County Justice Court, Precinct 1, Place 1

Cause No.: _____

WITNESS INFORMATION

Full Legal Name: Jaelin Michael Ferdinand

Unit Number: 131 **Move-In Date:** 03/06/2026

Phone or Email (optional — for follow-up only):

STATEMENT OF FACTS

1. **Structural Vibration:** Do you personally experience structural vibrations, shaking, or rumbling caused by the neighboring commercial gym (MADabolic)?

[✓] YES [ ] NO

If yes, please describe what you experience:

Constant banging and thudding sounds against the walls. Constant vibrations from music and thudding.

2. **Timing:** What days and times does the vibration or noise most commonly occur?

Everyday. Typically starts around 5 am and can last from anywhere to 5pm-7pm.

3. **Disclosure:** Did Landlord or Management disclose the existence of structural vibrations or a 1.5-year history of complaints about this unit BEFORE you signed your lease?

[ ] YES [✓] NO

4. **Impact on Daily Life:** Briefly describe how the vibrations affect your daily life (sleep, work, pets, health, etc.):

It affects my sleep tremendously. However, it affects my dogs the most. They are super anxious all day from it.

5. **Pets:** If you have pets, have you noticed changes in their behavior or stress levels since moving in?

[/] YES [ ] NO [ ] No pets

EXHIBIT V

If yes, describe: They are constantly panting, barking, and hiding and whining. Always on edge.

6. **Management Response:** Have you reported the vibration or noise to property management?

[/] YES [ ] NO

If yes, what was the response?

They told me the issue was being fixed. But not given a date to when it would be finished.

7. **Anything else:** Is there anything else you would like the Court to know?

The noise and vibrations entering the apartment are excessive and disruptive, significantly interfering with my ability to peacefully enjoy and comfortably occupy my residence.

UNSWORN DECLARATION

"My name is Jaelin Ferdinand, my date of birth is 07/22/1998, and my address is 196 W. Davis Street (also known as 233 W. 7th Street), Unit 131, Dallas, TX 75208. I declare under penalty of perjury that the foregoing is true and correct."

Executed in Dallas County, State of Texas, on this 12th day of May, 2026.

Signature: Jaelin Ferdinand Date: 05/22/2026

Printed Name: Jaelin Ferdinand

This statement is submitted voluntarily in connection with Fox v. Kairoi Residential LLC and AM Victor Prosper Owner LLC,

Dallas County Justice Court, Precinct 1, Place 1. Witness was not coerced or compensated for this statement.

EXHIBIT W

COMMERCIAL TENANT WITNESS STATEMENT / UNSWORN DECLARATION

Fox v. Kairoi Residential, LLC and AM Victor Prosper Owner LLC

Dallas County Justice Court, Precinct 5

Cause No.: _____

DECLARANT INFORMATION

Full Legal Name: Janbek YLDIRIM

Business Name: Nice Mezze Cocktail Bar

Role/Title: Bartender

Business Address: 196 W. Davis Street / 233 W. 7th Street, Dallas, TX 75208

Length of time operating at this location: 6 months

Contact Phone or Email (optional): _____

STATEMENT OF FACTS

1. **Structural Vibration / Noise:** Have you personally experienced structural vibration, shaking, or excessive noise from the adjacent commercial gym (MADabolic) at this location?

[X] YES [ ] NO

If yes, please describe what you have experienced and how long it has been occurring:

_____

2. **Impact on Business Operations:** Has the structural vibration, noise, or other property conditions affected your business operations?

[ ] YES [ ] NO

If yes, please describe:

_____

EXHIBIT W

3. **Complaints to Management:** Have you reported concerns about the gym noise, structural vibration, or other property maintenance issues to Victor Prosper management or Kairoi Residential?

[ ] YES [ ] NO

If yes, approximately how many times and over what period of time?

_____

What was management's response?

_____

4. **Residential Tenant Turnover:** Based on your observations as an adjacent business, have you noticed an unusual number of residents moving in and out of the adjacent residential units (Units 131 and 231) over the past 18 months?

[X] YES [ ] NO

If yes, please describe your observations:

No tenant lasted a whole month after moving in

5. **Property Maintenance and Safety:** Have you observed or experienced other property maintenance or safety failures at this location that management has failed to address?

[ ] YES [ ] NO

If yes, please describe:

_____

6. **Additional Statement:** Is there anything else you would like the Court to know about conditions at this property or management's response to complaints?

_____

_____

UNSWORN DECLARATION

"My name is Jenbek Yildirim, and my business address is 196 W. Davis Street (also known as 233 W. 7th Street), Dallas, TX 75208. I declare under penalty of perjury that the foregoing is true and correct."

EXHIBIT W

Executed in Dallas County, State of Texas, on this 16 day of May, 2026.

Signature: _____ Date: 5/16/26

Printed Name: Janbek Yildirim

Title/Role: Bartender

This statement is submitted voluntarily in connection with Fox v. Kairoi Residential LLC and AM Victor Prosper Owner LLC,

Dallas County Justice Court, Precinct 5. Witness was not coerced or compensated for this statement.